

June 6, 2024



Beverly Place Landscape Assessment & Design

Landscape Architectural Services Proposal

Submitted To:



Ms. Wendy Mis
Clerk-Treasurer

Town of Munster
1005 Ridge Road
Munster, IN 46321

Submitted By:



PLANNED ENVIRONMENT ASSOCIATES

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219.299.3383
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June 6, 2024

Wendy Mis, Clerk-Treasurer
c/o: Town of Munster
1005 Ridge Road
Munster, IN 46321
wmis@munster.in.gov

Re: Agreement for Professional Services
Project Name: Beverly Place Landscape Assessment & Design
Project Location: Beverly Place (Between Hohman & State Line)

Wendy:

Planned Environment Associates, Inc. (PEA) is pleased to have the opportunity to provide professional services to Town of Munster (Client) for the landscape assessment and design of the Beverly Place median, bioswales, and other areas within the Town's right-of-way, between Hohman Avenue and State Line Road. Our company has been established since 1976, and designed hundreds of commercial & municipal sites throughout the region. We have extensive experience with landscapes that are low maintenance and thrive in our environment. Portfolio images can be found on our website.

PROJECT UNDERSTANDING

1. The scope of work items listed below is based on conversations and files shared by Client with our office on June 5, 2024. Elements of the design include but are not limited to the following.
2. Landscape
 - a. Develop landscape design for all trees, beds, lawns and natural areas around the property. We will work with you closely to design a balance of these landscaping elements on the property.
 - i. We understand the project area's landscape is the result of recent drainage improvements and native landscaping that were partially grant-funded through the Lake Michigan Coastal Program.
 - ii. Following installation, the aesthetics along with raised safety concerns from the neighborhood has resulted in revising the landscaping in this area.
 - b. Inventory and assess existing plants in the project for protection, salvaging or removal. We will recommend removal of all invasive and dead plant materials.
 - i. We will review the original grant requirements and determine which areas could be revised.
 - c. Develop planting plan to comply with the local ordinances and regulations of the project site.

- d. Design Principles
 - i. Fit the existing character and natural aesthetic of the area.
 - 1. We understand the Town and neighborhood feels the plant materials are too tall, “messy” and do not fit the context of the neighborhood.
 - ii. Protect the drainage integrity and function of the bioswales.
 - iii. Protect large trees and other key existing plant materials.
 - iv. Plants to be low maintenance and tolerant of site soils, salt and droughts.
 - v. Utilize native, nativar, and other select non-invasive plants.
 - vi. Select plants with deer and rabbit resistance.
 - vii. Develop planting palette for visual & wildlife interest in all seasons.
- 3. Irrigation
 - a. No irrigation exists on-site. New irrigation system is not desired by Client with the project.
- 4. Drainage
 - a. We will meet on-site with Client and Town Engineer to review the infrastructure of the bioswales and stormwater drainage system to document any revisions or modifications necessary.
 - b. This proposal does not include a detailed stormwater assessment and calculations for the area. We will rely on the accuracy of the improvement plans provided by the Client from SEH.

SCOPE OF SERVICES

1. Data Gathering

- a. Conduct Kick-off Meeting with Client & Client’s stakeholders to review:
 - i. Project goals & objectives
 - ii. Construction budget & schedule
 - iii. Project area limits and potential neighbor or municipal agency interests
 - iv. Record data available and data gathering needs
 - v. Other related or relevant current or future projects
 - vi. Client provided inspirational and precedent imagery
- b. Develop a base plan for your site utilizing the following:
 - i. Property & Topographic Survey
 - 1. Client has provided survey and record drawings from recent project.
 - ii. Utility Information
 - 1. Utility information is provided on record drawings.
 - iii. Architectural & Engineering Drawings
 - 1. Client to provide architecture and other engineering drawings pertinent to the project, as available.
 - 2. Client to allow PEA communication access to project architects and engineers for sharing information and files.
 - iv. GIS & Other Desktop Resources

1. Floodplains, wetlands, soil, topography, historic aerials, etc.
- v. Field Inventory
 1. PEA to field locate non-surveyed major structures, hardscapes, plant materials and features within this project area to either be preserved, salvaged or removed.
 2. Field Inventory is intended for informational purposes and does not have the accuracy of a professional survey.
- c. Ordinance & Potential Permit Review
 - i. Provide a review of local zoning codes and ordinances applicable to your project. Potential ordinances could include:
 1. Grading & Drainage
 2. Tree Removal & Preservation
 3. Landscaping
 - ii. We understand your project will likely fall under the jurisdiction of the following agencies:
 1. Town of Munster
 2. Lake Michigan Coastal Program (original project grant funder)
 - iii. Permit Applications & Fees
 1. Client or Client's Contractor is responsible for all permit applications, hard-copy drawing sets and fees.
 2. PEA will address any permit related questions or revisions requested by the governing authorities related to our scope of design services.
 - iv. Municipal variance processes are not included in the proposal.

2. Schematic Design

- a. Develop up to (2) schematic design alternatives for the form and configuration on the site in respect to the Project Understanding. The schematic design phase will include:
 - i. *Drawings*
 1. Existing & Demo Plan
 - a. Base plan as developed from Data Gathering phase
 - b. Identify elements for removals & protections
 2. Landscape Plan
 - a. Existing & proposed tree locations
 - b. Landscape beds with general plant massing
 - c. Lawn and native vegetation areas
 - d. Site-specific landscape species palette
 3. Sections & Elevations
 - a. As needed to further convey design intent.
 4. Table of ordinance compliance and calculations
 - a. PEA will identify any potential non-compliance issues to Client for review and direction.
 5. 2D plan rendering of the overall site plan.
 6. 3D renderings can be provided as Additional Service, as approved by the Client.

7. Plans may be combined depending on complexity of information.
- ii. Precedent Imagery*
 1. Plant material palette
- iii. Opinion of probable construction cost (OPCC) & Phasing Strategies*
 1. The OPCC will be developed based on unit prices from previous bids for similar types of work in the area. The OPCC does not constitute a guarantee of actual construction costs.
 2. Collaborate with Client on phasing strategies and priorities.
- b. Deliverables
 - i. Drawings will be provided in PDF format and (1) set of hard copies at 24"x36" & (1) set at 11"x17".
 - ii. Precedent imagery will be provided in PDF format and (1) set of hard copies at 8.5"x11".
- c. Meetings
 - i. This phase includes (1) internal review meetings with Client, either on-site or virtually.
 - ii. This phase includes (1) neighborhood/public meeting to solicit feedback on the existing conditions and schematic design alternatives.

3. 3D Renderings (ADDITIONAL SERVICE)

- a. Provide a digital 3D model and renderings of the schematic design, following initial review of those deliverables.
- b. The 3D modeling will be used to make design decisions and address paving materials, colors and other aesthetic options.
- c. Deliverables
 - i. Minimum (6) static view renderings from different angles of the improvements including digital (.JPG & .PDF) & hard copy (11"x17")
 - ii. 3D model file (.SKP)
- d. Meetings
 - i. This phase includes (1) meetings with Client, either on-site or virtually.
 - ii. Updates to the 3D rendering through Construction Documents is not included in this proposal. These updates, if requested by Client, can be addressed as Additional Services.

4. Construction Documents

- a. Document and incorporate all comments, revisions and decisions made by Client from the previous phase.
- b. Confirm and verify coordination with Client's other consultants on the project.
- c. PEA will inform the Client if additional engineering or other consultants are required for final design of project elements outside the limits of PEA's capabilities (i.e. stormwater calculations).
- d. The construction document phase will include:
 - i. Drawings*
 1. Existing & Demo Plan

- a. Existing removals & protections
 - b. Details & specifications
 - 2. Landscape Plan
 - a. Existing & proposed tree locations
 - b. Landscape beds with plant material selections
 - c. Lawn and native vegetation areas
 - d. Planting schedule with species & quantities
 - e. Provide performance-based specifications and details for any grading or drainage modifications.
 - 3. Details & Specifications
 - a. Planting details, sections and elevations as needed to convey design intent.
 - b. Construction and bidding specifications and notes.
 - 4. Table of ordinance compliance and calculations
 - 5. All drawings will be stamped by a professional landscape architect in the State of Indiana.
 - 6. Plans may be combined depending on complexity of information
- ii. Precedent Imagery*
 - iii. Opinion of probable construction cost (OPCC) & Phasing Strategies*
- e. Deliverables
 - i. Drawings will be provided in PDF format and (1) set of hard copies at 24"x36" & (1) set at 11"x17".
 - ii. Precedent imagery will be provided in PDF format and (1) set of hard copies at 8.5"x11".
 - f. Meetings
 - i. This phase includes (1) meetings with Client, either on-site or virtually.
 - ii. No additional neighborhood/public meetings are included in this phase.
 - g. This phase includes (1) set of revisions based on Client's comments. The final drawings are for Client's use in bidding and permitting.

5. Bid Assistance

- a. Assist the Client in soliciting bids from prequalified contractors. We will work with the Client to develop the list of prequalified local contractors for this work.
- b. We understand the construction value of the initial phase of work will likely be under \$150,000 and will not require public bids.
- c. We will solicit bids through the Reprographic Arts online planroom (or other) for distribution of bid drawings and specifications. PEA will provide digital files to the contractors through the planroom, which can be plotted by bidders at their own cost.
- d. Address Contractor questions and prepare necessary Addenda clarifications to the Construction Documents.
- e. Provide a thorough review of the bids for completeness and tabulate the results for the Client's review and selection.
 - i. Bidder information and exact quotes and unit costs will not be shared amongst the bidding contractors. This information will remain confidential between Client, PEA and the individual bidders.

- f. Participate in a bid review meeting with Client and Contractor, to discuss any potential revisions in construction cost or scope.

6. Construction Observation (ADDITIONAL SERVICE)

- a. Attend a pre-construction meeting (on-site) with Contractor and Client to review the overall design intent, questions or concerns on the drawings, material lead times and substitutions. Provide a written report documenting the meeting.
- b. Provide responses to RFIs and Submittal/Shop Drawings related to our design scope of services. We will provide a maximum one (1) response to each RFI and two (2) reviews per submittal/shop drawing.
- c. Review pay applications with Client and certify the amount due to the Contractor for their completed work related to our scope of design services.
- d. Perform one (1) punch list walk when we are notified that the project is substantially complete and will issue one (1) punch list documenting any construction deficiencies.
- e. No additional meetings or site visits are accounted for in this task but can be addressed as Additional Services, when directed by the Client.
 - i. At the direction of the Client, PEA will provide a site visit with report billed at a flat rate of \$500 per visit, including time and travel expenses.

COMPENSATION

The Client shall compensate PEA for the services described herein and in accordance with the General Conditions of the Agreement (Exhibit A) for a lump sum fee as follows.

Basic Services

Data Gathering	\$450.00
Schematic Design	\$3,250.00
Construction Documents	\$1,750.00
Bid Assistance	\$400.00
<i>TOTAL</i>	<i>\$5,850.00</i>

Additional Services

3D Renderings	\$1,200.00
Construction Observation	\$950.00

Payments can be made via check to Planned Environment Associates (PEA) or via Zelle payment at admin@planviron.com. See Exhibit A for description of Invoicing, Payment Terms & Additional Services.

SCHEDULE

We can begin Services upon execution of this agreement. Subject to change, below are anticipated Milestones per the Scope of Services.

Data Gathering	2-3 weeks after executed Agreement
Schematic Design	August 2024
Construction Documents	2 weeks after Client review and comment on the previous phase
Bid Assistance	TBD

If this agreement is not accepted within 30 days, the offer to perform the described services is withdrawn and shall be null and void.

The information contained in this Agreement and all attachments is proprietary and shall not be disclosed to any parties outside of the Client or Client's staff or be duplicated, used or disclosed in whole or part for any purpose other than to evaluate the proposal. Should the proposal be accepted, the Client shall have the right to duplicate, use or disclose the information to the extent provided through a written agreement with PEA.

This Agreement, Exhibits and any Attachments, will serve as a contract between yourself and Planned Environment Associates, Inc. upon your acceptance. Please indicate your acceptance by signing below and returning a signed copy to our office. We hope that this proposal meets your needs, please feel free to contact us with any questions you may have.

Sincerely,

Planned Environment Associates, Inc.



Jon Ruble, PLA
Principal Landscape Architect
p: 219.299.3383
e: jon@planviron.com

Attachments: Exhibit A: General Conditions of the Agreement for Professional Services
Exhibit B: 2024 Standard Fee & Reimbursement Schedule

Authorization: TOWN OF MUNSTER

Client Signature: _____

Date: _____

Printed Signature: _____

Title: _____

Exhibit A General Conditions of the Agreement for Professional Services

Article 1: Design Services

- 1.1 Standard of Care: The services provided by Planned Environment Associates, Inc. (PEA) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No warranty or guarantee is included or intended in this Agreement or instruments of its services.
- 1.2 Coordination: PEA shall coordinate the services of its consultants and shall cooperate with the Client's representatives and separate consultants in the best interest of the Project.
- 1.3 Scope of Services: The Scope of Services to be provided is detailed in the Agreement.
- 1.4 Additional Services: Services in addition to those described in the Agreement are to be compensated at the hourly rates noted or as agreed upon, and for related reimbursable expenses, in accordance with PEA's Standard Fee and Reimbursement Schedule (Exhibit B) for the actual hours worked and costs incurred. Revisions to drawings or other documents shall constitute Additional Services when made necessary due to requested changes to previously approved drawings or other documents at the client's request, or because of client changes caused by project budget parameters. Should there be any substantive changes in the scope of services, prior to proceeding with such changes, both parties shall come to a mutual agreement as to any modification of the scope and fees.
- 1.5 Changes to Approved Services: No changes in the scope of work, whether taking the form of additions, deletions, or other revisions, shall be performed until such change is in writing from the Client and agreed to by PEA.
- 1.6 Opinion of Probable Construction Costs (OPCC): Based on the experience as a design professional and is furnished for information only. Unit costs reflect installed system construction cost averages from various local contractors on similar projects with similar materials. The OPCC does not constitute a guarantee of actual construction costs.

Article 2: Client's Responsibilities

- 2.1 Information: Client shall provide to PEA, requirements for and limitations on the Project, including the Client's objectives, schedule, constraints and criteria, and budget on which the design is based. PEA shall be entitled to rely on the accuracy and completeness of the information provided by the Client.

- 2.2 Permit and Review Fees: Client shall pay all fees required to secure jurisdictional approvals and permits for the Project.
- 2.3 Independent Testing: If deemed necessary, Client shall provide independent testing services to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics.

Article 3: Ownership of Documents

- 3.1 PEA shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by PEA (collectively, the "Design Materials").
- 3.2 Subject to payment by the Client of all fees and Reimbursable Expenses owed to PEA, PEA grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project. Termination of this Agreement prior to the completion of the Project shall terminate this license.
- 3.3 PEA shall have the right to include photographic and/or artistic representations of the design of the Project among their promotional and professional materials. PEA's materials shall not include the Client's confidential or proprietary information if requested by the Client.
- 3.4 In the event this Agreement is terminated prior to the completion of the Project, PEA shall have no liability to the Client or to anyone claiming through the Client for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Design Materials without the approval of PEA.

Article 4: Compensation

- 4.1 Compensation for the Scope of Services shall be as indicated in the Agreement. Additional Services are described in Article 1.4.
- 4.2 Retainer: When applicable, retainer is due with the executed Agreement and applied to the initial Scope of Services.
- 4.3 Invoicing: Invoices will be sent at the completion of each phase listed in the Agreement, on monthly based on the percentage of the Scope of Services completed and agreed upon with the Client.
- 4.4 Payments: Due and payable 30 days from the date of PEA invoice. Invoices will be issued at the completion of each project task listed in the proposal, or a percentage of the task complete as agreed to by both parties. Invoiced amounts unpaid 90 days after the invoice date shall be deemed overdue and shall accrue 1% simple interest per month.

4.5 At PEA's option, overdue payments may be grounds for termination or suspension of services.

Article 5: Insurance, Indemnification, Limits of Liability

5.1 PEA shall secure and maintain the insurance coverages as follows:

Coverage	Liability Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident
Professional Liability	\$1,000,000 per claim \$1,000,000 aggregate
Workers Compensation	Statutory Limits

5.2 Indemnification: The Client and PEA mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.3 Limits of Liability: Notwithstanding any other provision of this agreement and to the fullest extent permitted by law, the Client agrees that the total liability, in the aggregate, of PEA and PEA's officers, directors, partners, employees, agents, and consultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under the Client for any and all injuries, claims, losses, expenses, damages whatsoever arising out of, resulting from or in any way relating to PEA's services, this Agreement or any Addenda, from any cause or causes, shall be limited to \$250,000 or the total amount of compensation received by PEA, whichever is greater.

5.4 Hazardous Materials Waiver: PEA and PEA's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other substances.

Article 6: Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation under the current Construction Industry Mediation

Rules of the American Arbitration Association. The location of the arbitration shall be the offices of PEA. Unless otherwise agreed the cost of which shall be shared equally by the parties.

Article 7: Termination

7.1 This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

7.2 If the client suspends the services of PEA for any reason, PEA shall be compensated for all Landscape Architectural Services performed to that date and PEA shall have no liability to the client for any delays caused by the client's decision to suspend the services.

Article 8: Other Terms and Conditions

8.1 Force Majeure: Either party, as applicable, shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause ("Force Majeure"). The parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.

8.2 Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or may be due) without the written consent of the other party.

8.3 Severability: If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.

8.4 Governing Law: The law in effect at PEA principal place of business, the state of Indiana shall govern this Agreement.

8.5 Complete Agreement: This Agreement represents the entire understanding between the Client and PEA and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in a writing signed by both the Client and PEA.



Exhibit B
2024 Standard Fee and Reimbursement Schedule

Hourly Bill Rates

Principal Landscape Architect	\$150.00/hour
Project Landscape Architect	\$125.00/hour
Landscape Designer	\$90.00/hour
Technical Staff	\$60.00/hour
Administrative Staff	\$40.00/hour

Reimbursement Costs

B/W Copies (8-1/2" x 11")	\$0.25/copy
B/W Copies (11" x 17")	\$0.50/copy
B/W Large Format	\$2.00/sq. ft.
Color Copies (8-1/2" x 11")	\$0.75/copy
Color Copies (11" x 17")	\$1.50/copy
Color Large Format	\$6.00/sq. ft.
Foam Board	\$3.00/sq. ft.
Mileage	\$0.67/mile